

**Amendment No. 1  
to the Interlocal Cooperation Contract  
between the City of Austin and the Capital Area Council of Governments  
for GeoMap 2006 Work Order 000676-AUS  
Austin Pedestrian Master Plan Phase II Services**

This Amendment No. 1 to the Interlocal Cooperation Contract for GeoMap 2006 Work Order 000676-AUS ("Original Agreement") is made and entered between the City of Austin (City), a home-rule municipal corporation and the Capital Area Council of Governments ("CAPCOG").

**Whereas**, the governing body of each of the parties authorized the negotiation and execution of the Original Agreement for Austin Pedestrian Master Plan Phase II services in 2006;

**Whereas**, the parties executed the Original Agreement on October 29, 2006;

**Whereas**, CAPCOG has contracted with Sanborn Map Company, Inc. through September 30, 2009 to procure geospatial data in the Central Texas region;

**Whereas**, CAPCOG would like to provide these geospatial services to the City;

**Whereas**, on, the City Council authorized the City Manager to negotiate and execute GeoMap 2006 Work Order 000676-AUS for these services;

**NOW THEREFORE**, the parties, in consideration of the services to be performed hereunder, and the monetary consideration paid, and other good and valuable considerations, the parties agree as follows:

I. The parties agree to amend the Original Agreement as follows:

**1. Art.3. Contract Price and Payment Terms**

Section 3.1. In the first sentence delete "\$549,503.00" and replace with "599,476.76".

**2. Art. 4. Effective Date and Term of Contract.**

Section 4.1. In this first sentence, delete the date "August 31, 2007" and insert "September 30, 2009" so that Section 3.1 reads:

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6, when the total value of funding or in-kind service, as set out in paragraph 3.1, has been furnished by the City of Austin, or on August 31, 2009, whichever comes first.

3. Scope of Work: The following paragraph from the Statement of Work and Tasks will be removed

**“Development of an enforceable ordinance** – LAN will review current City ordinances and work with the City to develop a strategy to develop an enforceable ordinance for the construction of TDLR-compliant pedestrian infrastructure. LAN will schedule up to six meetings with the City to develop the ordinance. In addition, LAN will schedule up to three public meetings and two City Council presentations on the proposed ordinance.”

4. Scope of Work: The above paragraph will be replaced with the following:

***Coordinate with Street and Bridge.*** This includes up to six coordination meetings with representatives of Street and Bridge to finalize preferences and outputs for their portion of the PIMS tool. This includes the output tables described below as well as a separate Matrix for existing sidewalks for use in prioritizing maintenance projects.

***Design Output Tables.*** LAN will design output tables specifically for use by S&B to include:

- a. Automated cost-estimation tables. This function will estimate costs for construction of repairs due to maintenance or TDLR deficiencies on selected existing sidewalk sets. The tool will develop estimates based on items identified in the condition assessment and standard unit price bid items developed by LAN.
- b. Data Tables. These tables summarize information included in the condition assessment data. Data fields will be presented as requested by Street and Bridge.

***Develop Unit Price Bid Items.*** LAN will utilize previous bid tabs from COA sidewalk construction projects to develop standard unit price bid items for use in the cost estimation tables. These standard unit price bid items will include soft costs such as engineering, ROW, permitting, and inspection in addition to construction costs to produce a complete-cost estimate for selected existing sidewalk segments.

***Coordinate with Programmer for Additional Outputs.*** LAN will coordinate with AmberGIS on the programming of the additional output tables as well as the Existing Sidewalk Matrix. This will include communicating programming needs, performing quality assurance and quality control on the product, and presenting to the City for review, comment, and final approval.

***Additional Programming for S&B Coordination.*** This task includes AmberGIS’s efforts to develop the additional applications described above.

5. All other terms and conditions of the Original Agreement, as amended, remain unchanged. The Original Agreement, Work Order 000676-AUS, and Amendment No. 1 represent the entire agreement between the parties.

IN WITNESS WHEREOF, the City of Austin and the Capital Area ~~Planning~~ Council *of CWR* have executed this Amendment 3 in duplicate originals and this amendment becomes effective when it is signed by the City.

CITY OF AUSTIN

By \_\_\_\_\_  
Howard Lazarus  
Director of Public Works,

Date \_\_\_\_\_

CAPITAL AREA PLANNING COUNCIL *Government*

By *Betty Voights* \_\_\_\_\_  
Betty Voights  
Executive Director

Date *2/23/09*